



Date: October 29th, 2016

Re: Rules Adopted October 26th 2016 to Clarify HOA Documents

1. Overnight Parking - per 7.9

7.9 Vehicles and Boats. Only automobiles, vans, pick-up trucks with a carrying capacity of 3/4 ton or less, boats and trailers of less than 18', and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written

consent of the APPROVING PARTY, unless kept within an enclosed garage. No vehicles with commercial plates may be parked overnight in the SUBJECT PROPERTY. No boats shall be allowed to be parked or kept outside of a UNIT (i.e., not in a closed garage) at any time. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than as specified above, may be parked or stored outside of a UNIT (i.e., not in a closed garage) overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY. UNITS with a two-car garage may have a maximum of four (4) vehicles, providing that two (2) are parked in the garage and two (2) are parked in the driveway. UNITS with a three-car garage may have a maximum of six (6) vehicles, providing that three (3) are parked in the garage and three (3) are parked in the driveway. No garages may be used for living space. Notwithstanding the foregoing, as to any UNIT originally planned for a three-car garage, if a portion of the garage has been converted to living space, either pursuant to original construction or with the consent of the APPROVING PARTY and any applicable governing authorities, such UNITS may have a maximum of five (5) vehicles, providing that two (2) are parked in the garage and three (3) are parked in the driveway. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY or the temporary parking of automobiles owned by governmental law enforcement agencies. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicles shall be made on the SUBJECT PROPERTY. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the SUBJECT PROPERTY or parked overnight outside of an enclosed garage, except with the prior written consent of the APPROVING PARTY which may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

- Overnight parking is defined as being from midnight to 6 AM



2. Security deposit for rentals - per 7.5, Amended in 2013, Updated October 2016

Amendment to paragraph 7.5 of the Declaration of Covenants and Restrictions for Colony Preserve of Boynton Beach

(new text underlined; deleted text overstricken)

7.5 Leases. The Colony Preserve community is a community of permanent, long term, residents. In an effort to avoid the transient environment that results when lots are purchased for investment and leasing, a Lot may not be leased until the Owner has held title for a minimum of eighteen (18) months following the date of ownership. Following eighteen (18) months from the date of ownership, an Owner may lease his Lot with the approval of the Association. Guests and others who are not Owners may not occupy a Lot for eighteen (18) months following the date the Owner acquired title to his Lot unless the Owner is residing at his Lot in the Colony Preserve community. The date of ownership shall be established by the date appearing on the deed or other instrument conveying title of a lot which is recorded in the Public Records of Palm Beach County, Florida. Notwithstanding any language contained herein to the contrary, the Association is not obligated to hold title for a minimum of eighteen (18) months prior to leasing any Lot it may acquire. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of all leases shall be delivered to the Association APPROVING PARTY prior to occupancy by the tenant(s). No lease shall be for a period of less than three (3) months, and no lot UNIT may be leased more than one (1) time during any calendar year, two times in any consecutive 12 month period, without the consent of the APPROVING PARTY. The Association may charge a reasonable fee determined by the Board of Directors for processing the request for approval that is required herein and may conduct criminal and credit background research. Said fee shall be no less than \$100.00 and no higher than that which is allowed by Florida law. The Association may require that prospective lessees and occupants submit to an interview as a part of the application process and may require a security deposit in an amount equivalent to one (1) month's rent to defray the cost of any damage that a lessee or occupant may cause to the Association's common properties, recreational facilities and personal property.

- Security deposit reduced from the equivalent of one month's rent to \$1000 on all new leases and renewals moving forward



3. Rear Enclosures - per 7.28.3 and 7.13

~ **7.28.3 Architectural Guidelines and Criteria.** The APPROVING PARTY may adopt and modify from time to time, in its discretion, guidelines, criteria and/or standards which will be used by it in connection with the exercise of architectural control, provided however that same shall not apply to any IMPROVEMENT which has been constructed in accordance with the provisions of this DECLARATION and which was properly approved when constructed.

- Pending the regular approval process of the HOA and any applicable county permits or licenses, rear enclosures may be installed *only* if there is a balcony or overhang already in existence, and the enclosure is of the existing space underneath the balcony or overhang.

7.13 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

- NOTE: The enclosed space cannot be air conditioned with a portable unit as portable air conditioning units are not allowed at any time, and are not allowed in any enclosures.

Reminder on all approvals:

7.28.1 OWNER to Obtain Approval. For purposes of this paragraph, the term "IMPROVEMENT" shall mean any building, storage shed, fence, wall, patio area, pool, spa, landscaping, driveway, walkway or any other alteration, addition, improvement, or change of any kind or nature which is constructed, made, installed, placed, or removed from any LOT, or the exterior of any UNIT or any other improvement upon any LOT, except for maintenance or repair which does not result in a material change to any improvement including the color of same. No OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY.

7.28.4 Inspections. Upon completion of any IMPROVEMENT, the OWNER shall give written notice of the completion of same to the APPROVING PARTY. Within 60 days thereafter, the APPROVING PARTY shall inspect the IMPROVEMENT, and if the APPROVING PARTY finds that the IMPROVEMENT was not completed in conformance with the approved plans and specifications, it shall notify the OWNER in writing of such non-compliance within said 60-day period, specifying the particulars of such non-compliance, and within 30 days thereafter the OWNER shall correct the deficiencies set forth in the notice, and upon completion of the work required to correct the deficiencies, the OWNER shall again give the APPROVING PARTY notice of the completion of the work, and the provisions of this paragraph shall again become operative. If for any reason the APPROVING PARTY fails to notify the OWNER of any deficiencies within 90 days after receipt of a notice of completion from the OWNER, the IMPROVEMENT shall be deemed to have been completed in accordance with the approved plans and specifications.



4. Leash Laws and Fines - per 7.10

7.10 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, in no event will more than four (4) household pets, which may not exceed two (2) dogs and two (2) cats, be permitted in one UNIT without the written consent of the APPROVING PARTY, which may be granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers are permitted under any circumstances. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside a UNIT or in any screened porch or patio unless someone is present in the UNIT. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

- In alignment with Palm Beach County laws placed in effect June 2015, getting caught allowing a dog to go without a leash will result in a fine of \$75 the first time, \$150 for repeat offenders and \$300 if caught three times.